

SERIAL **03155** -IGA

PHOTOGRAPHIC FILM, AMATEUR USE

AD010164

**CONTRACT PERIOD BEGINNING FEBRUARY 01, 2001
ENDING JANUARY 31, 2004**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PHOTOGRAPHIC FILM, AMATEUR USE
AZ STATE CONTRACT AD010164-001**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Office Contract **AD010164**. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0700076.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



AD010164-001.pdf



Contract Summary

CONTRACT NO.: AD010164 - 001

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State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

CONTRACT NUMBER: AD010164 - 001

CONTRACT TITLE: Photographic Film, Amateur Use

CONTRACT TYPE: Statewide Contract

CONTRACT PERIOD: February 01, 2001

THRU: January 31, 2002

CONTRACTOR: Photomark

CONTACT NAME : Allen Fish

ADDRESS: 2202 E McDowell Rd

Phoenix, AZ 85006 0000

TELEPHONE: 800 777-6627

FAX NUMBER: 602 273-0928

CONTRACTING AUTHORITY: State Procurement Office

CONTACT NAME: Elizabeth Csaki, CPPB

TELEPHONE: 602 542-9120

F.O.B. TERMS: FOB Delivered

DELIVERY: Three (3) Days ARO

PAYMENT TERMS: Four Percent (4%) Net Thirty (30) Days



Uniform Terms and Conditions

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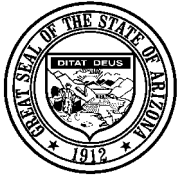
I. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. "Contractor" means any person who has a Contract with the State.
- E. "Days" means calendar days unless otherwise specified.
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. "Offer" means bid, proposal or quotation.
- I. "Offeror" means a vendor who responds to any type of Solicitation.
- J. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- N. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

II. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.



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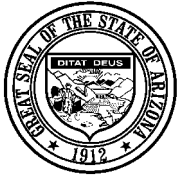
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

III. Contract administration and operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

IV. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the State. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws



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and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

V. Contract changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

VI. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 2. Force Majeure shall not include the following occurrences:
 - a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.



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3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

VII. Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

1. Of a quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials are used;
3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

E. Year 2000.

1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.



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G. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

H. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

VIII. State's Contractual Remedies

A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.

B. Stop Work Order.

1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

IX. Contract Termination

A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.



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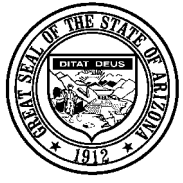
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- C. **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- D. **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. **Termination for Default.**
1. In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- X. **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- XI. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: Jerry Brink, State Procurement Administrator, State Procurement Office, 15 South 15th Avenue, Suite 103, Phoenix, Arizona, 85007.



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Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Billing

All billing notices shall include delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

Contraband

Any person who takes into or out of , or attempts to take into or out of a correctional facility or the grounds belonging to our adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION - A.R.S. ° 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. ° 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:
 - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any person confined in a correctional facility; or
 - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
2. Promoting prison contraband is a Class 5 felony.

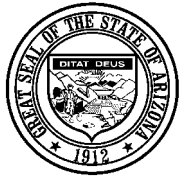
Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required with in the time stipulated by the contract;



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The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond; or
 - C. Any combination of the above or any other remedies as provided by law.

Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of 24 months.

Contract Termination (Convenience)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

Contract Type (Term)

Fixed price term indefinite quantity.

Current Products

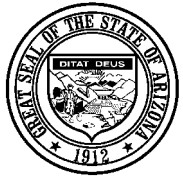
All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. All products bid and supplied under the ensuing contract(s) shall be authorized for sale by the manufacturer in the United States.

Defective Products

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the state within three (3) days of initial notification.

Delivery

Delivery shall be made within three (3) days of receipt of a contract release order/purchase order. Delivery must show compliance with requested delivery time on Form SPO 206Q



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Demonstration Models

Each bidder shall submit a sample with this bid for each brand offered, for evaluation purposes, as listed on the Attachment Page of this solicitation. The sample shall be submitted in the original box of the manufacturer with the original text on it. It shall be furnished at no expense to the State and shall be identified as to the supplier, manufacturer, part number, model number, type applicable stock number, etc. If not destroyed by testing, samples will be returned at the vendor's request and expense. If no instructions are received for their return, samples will be discarded thirty (30) days after award date. Bidders shall submit a complete commercial pack as bid for sampling.

Sample for the successful bid(s) will be retained by this office and will be kept as contract samples.

Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

Estimated Quantities (General)

This solicitation references quantities as a general indication of the needs of the state. The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the state reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

Federal Excise Tax Exemption Certificate

It is understood that the exemption from tax in the case of sales of articles to state agencies or political subdivisions thereof is limited to articles purchased for use in the exercise of essential government functions, and it is agreed that where articles purchased tax-free under this exemption certificate are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the agency will report such facts to the vendor.

Inventory

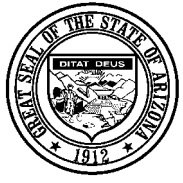
The State of Arizona has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.

Item Grouping Activity

Due to factors such as delivery location, pricing advantage, compatibility, etc., selected items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source. Such groups of items shall be identified within the solicitation and the price sheet (SPO form 206) shall provide for a subtotal price for the group. To be considered for award of this group of products, the bidder is required to provide prices on all items within this group and a subtotal price for the group. Failure to provide pricing for any item within the group, or failure to provide the group subtotal price may result in the bidder being declared non-responsive for the group, and ineligible to receive an award.

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.



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Local Warehouse Facility

Bidder by signing this bid certifies that they have local facilities in Arizona established prior to the bid submittal and that the facility is currently functioning, serving other customer. Bidders facility shall be equipped with adequate (refrigeration) storage space and sufficient inventory to meet the stated delivery and shall have the capability of handling walk-in needs with an over the counter service.

Bidder shall also have a reasonable number of trained customer service representatives at the same facility to assist the variety of state customers with their technical expertise.

The State Procurement Office may inspect bidder's facility to determine adequacy for evaluation purposes.

Local warehouse facility shall be maintained throughout the entire term of the contract. Failure to maintain the warehouse facility throughout the term of the contract may result in contract cancellation.

Manufacturer's Representative

Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved certifying that the vendor is a bona fide dealer for the specific product bid, that the vendor is authorized to submit an offer on such product, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the state, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period. The manufacturer's statement shall be on company letterhead that includes telephone number and shall bear a printed signature for better verification and shall be accompanied by a business card of the person signing the document. The submitted letter shall be dated in year 2000 or 2001.

Minimum Order

The minimum dollar value of orders to be issued under this contract is \$ 200.00. For orders less than the minimum, the charge shall be the contract price plus the actual prepaid freight charge. To avoid additional freight charges for small orders, a walk-in service shall be made available for the users at the Arizona facility.

Non-Exclusive Contract

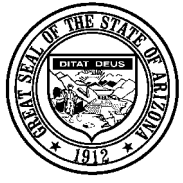
Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "NOTICES"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

A. If intended for the state, To:

State Procurement Administrator
State Procurement Office
Arizona Department of Administration
15 S 15th Avenue Ste #103
Phoenix, AZ 85007-2687



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B. If intended for the contractor, To:

***The contractor at the contractor's address and the ***

***Attention of the person named as contract as provided ***

***In the offer of this contract (SPO form 203) ***

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice. If intended for the State Purchasing Administrator and, if intended for the contractor, to the person named in the offer of this contract (SPO form 203), or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

Optional Discount Rates:

The contractor(s) shall be responsible for disclosing and honoring all offered and accepted discount rates contained herein (i.e. Purchasing Card, Electronic Ordering Systems, Quantity Purchase, Special Educational, Prompt Payment, and applicable catalogue discounts) to effected agencies/political subdivision customers for the entire contract term(s). Disclosure shall be made during all verbal, written and electronic vendor/customer communications, order conformations and invoicing activities made against this contract. Failure to disclose and include all applicable discount rates to contracted customers may result in contract cancellation.

Ordering Process

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Packaging

All items must be individually packed and delivered in the original box showing the place of production and the original UPC code of the manufacturer.

Post Award Meetings

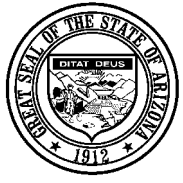
Upon award, any or all contractors should avail themselves to participating in post award meetings with state and political subdivision users and buyers.

Meetings may be held either as many as two (2) times in metropolitan ("metro") Phoenix during each contract year or once within metro Phoenix and once in another user city within the state each contract year.

The meetings may include a pre-conference with state personnel to discuss mutual contractual responsibilities and other performance related items.

Price Increase (After One Year)

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the state. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned.



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The contractor shall request a price increase in writing with a thirty (30) day advance notice and provide the following:

- 1) A formal announcement from the manufacturer that the cost of the contract product has been increased.
- 2) Documentation from the manufacturer showing to the satisfaction of the State, the actual cost increase.
- 3) Documentation showing that the same price increase has been requested from all customers.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

Price Reductions

Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers. The state at its own discretion may accept a price reduction. The contractor shall request, in writing, a price reduction and provide the following:

1. A formal announcement from the manufacturer that the cost of the contract product has been reduced.
2. Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
3. Documentation showing that the published cost reductions have been offered to other distributors.

The State at its own discretion may accept a price reduction.

Product Authorized For Sale

Only product authorized for sale in the United States will be considered acceptable. In order to ensure the consistent perfect quality of products supplied under this contract, all products offered and delivered to the State must be manufactured for distribution and/or use in the United States. The State will not, under any circumstances, accept "gray market" and/or diverted products. Throughout the term of the contract, the State reserves the right to reject any "gray market" and or diverted film and immediately cancel the entire contract if the contractor does not comply with the requirement.

Private label products shall not be considered for this solicitation.

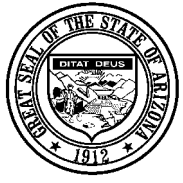
Product Discontinuance (Categories)

The State may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the state at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
6. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.

Serial Numbers

The contract is for products on which the original product serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered product.



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Shipping F.O.B. Destination Phoenix and Tucson

Prices shall be F.O.B. destination to the user agency within the normal trade area (30 mile radius) of Phoenix and Tucson. Shipments to other locations shall be F.O.B. destination freight prepaid - with transportation charges allowed and added as a separate item on the invoice. At no time may the freight charge exceed the amount normally charged for shipment from the nearest trade area specified above. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The state will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

State Contract Show Availability

As a statewide contractor, the vendor is eligible to participate in an exhibition of products and services for the state agency and eligible political subdivision personnel in a centralized event. The show has been in place since 1984 and regularly attracts over 130 booths and 500 state contract users.

Taxes

Prices offered shall not include applicable state and local taxes. The state will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

Term of Contract (One Year)

The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three (3) month period of the contract term. The State may, at its own discretion, require verification from the manufacturer(s) of the delivered data.

Warranty (Period of Time)

Each offer must provide a one year warranty/guarantee against defects in materials, workmanship and/or performance for all items. During the term of the contract, it shall be the contractors responsibility to cover all expenses that might occur in conjunction with all product replacement or exchange. All products offered and delivered shall have a minimum of six (6) months shelf life (expiration date) from the time of delivery.



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For the goods and/or services specified herein, the following apply:

- Delivery is promised within three (3) calendar days after receipt of an order. (Refer to Special Terms and Conditions for delivery requirements.)
- If payment is made within thirty (30) calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by four (4)%. (Refer to Uniform Instructions To Offerors for discount requirements.)
- Sales Tax Percent: 7.5%. (See Uniform Instructions to Offerors, paragraph 7.)

NOTICE: The contractor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. The vendor further acknowledges that the defense of *force majeure* shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

LINE NO.	COMMODITY DESCRIPTION	QNTY	U/M	UNIT PRICE	EXTENDED PRICE
10	118709 - Film,Photo,Color,Asa 100,Chrome Ektachrome 100, Kodak EB 135-24, Cat #111-3612 or acceptable alternate. Mfg./Product: 3M Imation Mfg. Stock No.: 3824-5 ALTERNATE Mfg./Product: Fuji Sensia II Fujichrome Mfg. Stock No.: 5477-RA13524 Unit Price: \$4.49 / roll Quantity: 1500 Extended Price: \$6735.00. Catalog Discount: 0.0	1500	rl	2.35	3,525.00
20	118710 - Film,Photo,Color,Asa 100,Chrome Kodak Ektachrome 100, Kodak EB 135-36, Cat # 187-1490 or acceptable alternate. Mfg./Product: 3M Imation Mfg. Stock No.: 3825-2	500	rl	2.74	1,370.00



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	ALTERNATE Mfg./Product: Fuji Sensia II Fujichrome Mfg. Stock No.: 5484-RA13536 Unit Price: \$6.09 /roll Quantity: 500 Extended Price: \$3045.00 Catalog Discount: 0.0				
30	118727 - Film,Photo,Color,Asa 400 Kodak Kodacolor 400 GC135-12, Cat # 196-3206 or acceptable alternate. Mfg./Product: 3M Imation Mfg. Stock No.: 3880-7 ALTERNATE Mfg./Product: Fuji Superia Mfg. Stock No.: 5393-CH13512 Unit Price: \$2.63 / roll Quantity: 3000 Extended Price: \$7,890.00 Catalog Discount: 0.0	3000	rl	1.57	4,710.00
40	118729 - Film,Photo,Color,Asa 400 Kodak Kodacolor 400 GC 135-24, Cat # 1973551 or acceptable alternate. Mfg./Product: 3M Imation Mfg. Stock No.: 3881-5 ALTERNATE Mfg./Product: Fuji Superia Mfg. Stock No.: 5400-CH13524 Unit Price: \$3.26 / roll	18000	rl	2.04	36,720.00



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	Quantity: 18000 Extended Price: \$58,680.00 Catalog Discount: 0.0				
50	118731 - Film,Photo,Color,Asa 400 Kodak Kodacolor 400 GC 135-36, Cat #1584531 or acceptable alternate. Mfg./Product: 3M Imation Mfg. Stock No.: 3882-3 ALTERNATE Mfg./Product: Fuji Superia Mfg. Stock No.: 5407-CH13536 Unit Price: \$4.16 / roll Quantity: 500 Extended Price: \$2080.00 Catalog Discount: 0.0	500	rl	2.71	1,355.00
60	118712 - Film,Photo,Color,Asa 200 Kodak Kodacolor Gold GB 135-12, Cat # 1679190 or acceptable alternate. Mfg./Product: 3M Imation Mfg. Stock No.: 3877-3 ALTERNATE Mfg./Product: Fuji Superia Mfg. Stock No.: 5715-CA135-12 Unit Price: \$2.47 /roll Quantity: 3000 Extended Price: \$7,410.00 Catalog Discount: 0.0	3000	rl	1.45	4,350.00
70	118714 - Film,Photo,Color,Asa 200 Kodak Kodacolor Gold GB 135-24, Cat # 1870351 or acceptable	2500	rl	1.76	4,400.00



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alternate.

Mfg./Product: 3M Imation

Mfg. Stock No.: 3878-1

ALTERNATE

Mfg./Product: Fuji Superia

Mfg. Stock No.: 5722-CA13524

Unit Price: \$3.23 / roll

Quantity: 2500

Extended Price: \$8,075.00

Catalog Discount: 0.0

80

118734 - Film,Photo,Color,Asa 200

Kodak Kodacolor Gold GB 135-36, Cat # 1109073 or acceptable alternate.

Mfg./Product: 3M Imation

Mfg. Stock No.: 3879-1

ALTERNATE

Mfg./Product: Fuji Superia

Mfg. Stock No.: 5729-CA13536

Unit Price: \$4.15 /roll

Quantity: 1200

Extended Price: \$4,980.00

Catalog Discount: 0.0

1200

rl

2.41

2,892.00

90

118739 - Film,Photo,Asa 100

Kodak Kodacolor Gold GA 135-12, Cat # 1393594 or acceptable alternate.

Mfg./Product: 3M Imation

Mfg. Stock No.: 3874-0

1500

rl

1.15

1,725.00



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	ALTERNATE Mfg./Product: Fuji Superia Mfg. Stock No.: 5694-CN13512 Unit Price: \$2.13 Quantity: 1500 Extended Price: \$3,195.00 Catalog Discount: 0.0				
100	118741 - Film,Photo,Asa 100 Kodak Kodacolor GA 135-24, Cat # 1863505 or acceptable alternate. Mfg./Product: 3M Imation Mfg. Stock No.: 3875-7 ALTERNATE Mfg./Product: Fuji Superia Mfg. Stock No.: 5701-CN13524 Unit Price: \$2.79 /roll Quantity: 1000 Extended Price: \$2,790.00 Catalog Discount: 0.0	1000	rl	1.60	1,600.00
110	118743 - Film,Photo,Asa 100 Kodak Kodacolor GA 135-36, Cat # 1141613 or acceptable alternate. Mfg./Product: 3M Imation Mfg. Stock No.: 3876-5 ALTERNATE Mfg./Product: Fuji Superia Mfg. Stock No.: 5708-CN13536 Unit Price: \$3.59 /roll	200	rl	2.16	432.00



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	Quantity: 200 Extended Price: \$718.00 Catalog Discount: 0.0				
120	127778 - Film,Photo,Color Print,Asa 100 Commercial Pack Imation/Scotch 100 135-12 25/pk Cat #74-0401-3815-3 or acceptable alternate Mfg./Product: 3M Imation Mfg. Stock No.: 3815-3 ALTERNATE Mfg./Product: Kodak LE100 20/pk Mfg. Stock No.: 1144583 Unit Price: \$35.12 /pack Quantity: 100 Extended Price: \$3,512.00 Catalog Discount: 0.0	100	pk	25.75	2,575.00
130	127779 - Film,Photo,Color Print,Asa 100 Commercial Pack Imation/Scotch 100 135-24 25/pk Cat #74-0401-3816-1 or acceptable alternate Mfg./Product: 3M Imation Mfg. Stock No.: 3816-1 ALTERNATE Mfg./Product: Kodak LE100 20/pk Mfg. Stock No.: 8396947 Unit Price: \$46.35 /pack Quantity: 25 Extended Price: \$1,158.00 Catalog Discount: 0.0	25	pk	34.25	856.25



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140	127780 - Film,Photo,Color Print,Asa 200 Commercial Pack Imation/Scotch 200 135-12 25/pk Cat #74-0401-3818-7 or acceptable alternate Mfg./Product: 3M Imation Mfg. Stock No.: 3818-7 Catalog Discount: 0.0	75	pk	28.95	2,171.25
150	127781 - Film,Photo,Color Print,Asa 200 Commercial Pack Imation/Scotch 200 135-24 25/pk Cat #74-0401-3819-5 or acceptable alternate Mfg./Product: 3M Imation Mfg. Stock No.: 3819-5 Catalog Discount: 0.0	75	pk	37.00	2,775.00
160	127782 - Film,Photo,Color Print,Asa 400 Commercial Pack Imation/Scotch 400 135-12- 25/pk Cat #74-0401-3821-1 or acceptable alternate Mfg./Product: 3M Imation Mfg. Stock No.: 3821-1 ALTERNATE Mfg./Product: Kodak LE400 20/pk Mfg. Stock No.: 1605948 Unit Price: \$43.50 /pack Quantity: 300 Extended Price: \$13,050.00 Catalog Discount: 0.0	300	pk	33.06	9,918.00
170	127783 - Film,Photo,Color Print,Asa 400 Commercial Pack Imation/Scotch 400 135-24 25/pk Cat #74-0401-3822-9 or acceptable alternate	250	pk	48.00	12,000.00



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	<p>Mfg./Product: 3M Imation</p> <p>Mfg. Stock No.: 3822-9</p> <p>ALTERNATE</p> <p>Mfg./Product: Kodak LE 400 20/pk</p> <p>Mfg. Stock No.: 1776939</p> <p>Unit Price: \$53.85 /pack</p> <p>Quantity: 250</p> <p>Extended Price: 13,462.50</p> <p>Catalog Discount: 0.0</p>				
200	<p>118665 - Film,Photo,Direct Positive,16 Exposures</p> <p>Color, Dual Pack. Polaroid Type 108, Cat # 625851 or acceptable alternate.</p> <p>USA UPC Code # 74100 25851</p> <p>Mfg./Product: Polaroid</p> <p>Mfg. Stock No.: 625851</p> <p>Catalog Discount: 0.0</p>	6000	pk	21.90	131,400.00
210	<p>118678 - Film,Photo,Direct Positive,20 Expo,COLOR</p> <p>Color, Dual Pack. Polaroid Type 600, Cat # 623965 or acceptable alternate.</p> <p>USA UPC Code #74100 23965</p> <p>Mfg./Product: Polaroid</p> <p>Mfg. Stock No.: 623965</p> <p>Catalog Discount: 0.0</p>	20000	pk	17.99	359,800.00
220	<p>118666 - Film,Photo,Direct Positive,20 Exposures</p> <p>Black & White, Coaterless, Dual Pack. Polaroid Type 667, Cat # 617799 or acceptable alternate.</p> <p>USA UPC Code # 74100 17111</p> <p>Mfg./Product: Polaroid</p> <p>Mfg. Stock No.: 617799</p>	2000	pk	15.22	30,440.00



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	Catalog Discount: 0.0				
230	118679 - Film,Photo,Direct Positive,20 Expo,COLOR Dual Pack, Professional. Polaroid Spectratwin, Cat # 624242 or acceptable alternate. USA UPC Code # 74100 24242 Mfg./Product: Polaroid Mfg. Stock No.: 624242 Catalog Discount: 0.0	7000	pk	17.99	125,930.00

	<h1 style="text-align: center;">Attachment</h1>		State Procurement Office Capital Center Suite 103 15 South 15th Ave Phoenix, AZ 85007-3223
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**PHOTOGRAPHIC FILM, AMATEUR
BID SUBMISSION REQUIREMENTS
ATTACHMENT A**

The State of Arizona is soliciting competitive bids for Photographic Film for amateur use. Any contract resulting from this solicitation shall be for the use of all State of Arizona Departments, Agencies and Boards as well as eligible political subdivisions throughout the State of Arizona.

In order to ensure the level of quality of products required in this solicitation, the State must have assurances that all products originate from a legitimate source and are not altered in any way. For verification purposes, the State requires that supporting documentation and samples be submitted with each bid.

To be considered responsive, each bidder shall include with his bid all documents and samples requested. Failure to attach any of those documents and/or samples may result in the entire bid being rejected.

1. Each bidder shall include a letter with original signature in his bid from each manufacturer involved certifying that the vendor is currently a bona fide dealer and such as is authorized to purchase, inventory, market and sell the specific products offered to the State. Photocopy and/or faxed copy are not acceptable to fulfill this requirement. See also Special Terms and Conditions, paragraph **Manufacturer's Representative**.
 - 1.1 Bidders offering Polaroid products shall submit copy of their state and local government contract with the manufacturer. Bidders that offer Kodak products shall submit proof of their Kodak PRO Products Network status.
 - 1.2 It is not necessary to submit the above letter for line item Number 3030. (Reloadable cassette)
2. Each bidder shall include an accounting of the pipeline for each brand bid that clearly demonstrates that the products offered are being ordered direct from the manufacturer and delivered direct to the bidder's facility, utilizing the way of transportation, that is adequate for the nature of photographic film (i.e. refrigerated trucks)
3. Each bidder shall include a customer service statement about their technical assistance to be provided to the State during the term of the contract for each brand of product offered. This service must be guaranteed by the bidder in addition to the manufacturer's standard customer service that is available to all customers.
4. Each offer must include a complete and exclusive statement signed by the bidder of product warranty for one year including all related expenses for all products offered.
5. Each bidder must submit complete manufacturer's descriptive literature for each item bid.
6. Films for each shipment during the term of the contract shall be packed individually in original box showing the manufacturer's information about the place of production, the destination of the product if applicable, and the original UPC Code. For verification purposes, each bidder shall submit one (1) sample for each line item, at the time of the bid submittal.

The samples submitted shall be identical to those delivered under the ensuing contract. All samples of the successful bidder(s) shall be retained to verify compliance with actual deliveries. Samples shall have an expiration date beyond the due date of this solicitation.


7. Address of the Warehouse facility in Arizona:

2202 East McDowell Road, Phoenix, Arizona 85006

Phone Number: **(602) 244-1976 / 800-777-6627**

Contact Person: **Allen Fish / Marcia Tinker**

Number of Customer Service Trained Technicians: **6**

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ATTACHMENT B

All bidders must accept collect telephone calls and/or provide and maintain a toll-free number for the state's procurement usage.

1) Long Distance Calls:

In accordance with Special Terms and Conditions, Telephone Ordering Support, bidders shall provide a toll-free number or accept collect calls from users of any resultant contract(s).

Collect calls will be accepted:

No


Toll-Free Number: **1-800-777-6627**

2) Fax Orders:

Bidders are to indicate whether orders may be accepted over facsimile.

Yes

If yes, List Fax Number: **(602) 273-0928**

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ATTACHMENT “C”

ADDITIONAL DISCOUNT OPTIONS

A. Bidders shall disclose the discount offered for utilizing special programs as listed below. Participation in the State’s special options programs is optional and therefore will not be used in the evaluation process.

- State of Arizona Purchasing Card (P-Card) Program:** (See Special Instructions to Offerors)

Discount Percent (% off of net pricing bid): 0

(Indicate N/A if not electing to participate and indicate ”0” if electing to participate with no discount offered.)

- Electronic Ordering Systems:** (See Special Instructions to Offerors)

Discount Percent (% off of net pricing bid): 0

(Indicate N/A if not electing to participate and indicate ”0” if electing to participate with no discount offered.)

- Quantity Purchase Option:** (See Special Instructions to Offerors)

Discount Percent (% off of net pricing bid): 0

(Indicate N/A if not electing to participate and indicate ”0” if electing to participate with no discount offered.)

- Special Educational Purchase Program:** (See Special Instructions to Offerors)

Discount Percent (% off of net pricing bid): 0

(Indicate N/A if not electing to participate and indicate ”0” if electing to participate with no discount offered.)

End of Contract AD010164-001 Document

Contract Information

Print Date: Wednesday, August 27, 2003

**The text of this Arizona State contract is now available on-line. See below.
If you require additional information, contact the designated buyer.**

CONTRACT:

Serial #: 03155 IGA

Title: PHOTOGRAPHIC FILM, AMATEUR USE

Contract Description: Arizona State contract # AD010164-001

See below for contract text.

Board Award Date:

Start Date:

Expiration Date:

Contract Period: 3.0 Years **Value of** \$0.00

BUYER:

Name: ANDREA STUPKA

Phone: (602) 506-3504

Fax: (602) 258-1573

Email: astupka@mail.maricopa.gov

Dept Web Site: <http://www.maricopa.gov/materials>